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14
15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
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18 SAN FRANCISCO DIVISION

19 IN RE RICOH COMPANY LTD.
PATENT LITIGATION

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RICOH COMPANY, LTD.

CASE NO. C 03-02289 JW

**STIPULATION AND {PROPOSED}
ORDER SUPPLEMENTING THE
COURT'S APRIL 26, 2012 ORDER
AWARDING COSTS WITH AGREED-TO
PAYMENT SCHEDULE**

Date: June 18, 2012
Time: 9:00 a.m.
Judge: Hon. James Ware
Dept.: Courtroom 9, 19th Floor

1 WHEREAS, on April 26, 2012, the Court issued an order requiring Defendant Ricoh
 2 Company, Ltd. (“Ricoh”) to pay to Plaintiff Synopsys, Inc. (“Synopsys”) the amount of
 3 \$675,154.75 by May 25, 2012 (D.I. 790, “the April 26 Order”);

4 WHEREAS, Ricoh has not yet paid the amount or posted a bond, but instead filed a
 5 Notice of Appeal on April 21, 2012 (D.I. 791) and a Motion for Stay of April 26, 2012 Order
 6 Pending Appeal and for Expedited Consideration on May 23, 2012 (D.I. 793);

7 WHEREAS, Synopsys opposes Ricoh’s Motion for Stay;

8 WHEREAS, the parties wish to resolve their differences regarding procedures associated
 9 with Ricoh’s payment of the \$675,154.75 award to Synopsys without the Court’s involvement;

10 WHEREAS, counsel for the parties have met and conferred and agreed upon an alternate
 11 payment schedule for the costs awarded to Synopsys as set forth below, which the parties jointly
 12 and respectfully request that the Court adopt.

13 Accordingly, **IT IS HEREBY STIPULATED** by the parties pursuant to N.D. Cal. Civil
 14 L.R. 7-12, that the April 26 Order should be supplemented as set forth herein:

- 15 1. By July 3, 2012, Ricoh will pay the awarded costs into an interest bearing escrow account
 16 administered by Dickstein Shapiro LLP (“the Escrow Account”).
- 17 2. Ricoh intends to appeal the April 26 Order as to some or all of the \$675,154.75 awarded
 18 by the Court in costs to Synopsys. The date Ricoh files its appellant’s brief is defined as
 19 the “Appeal Date.”
- 20 3. Any amount in the Escrow Account that is not part of the portion of the April 26 Order
 21 appealed by Ricoh in its appellate brief filed on the Appeal Date shall be known as the
 22 “Unappealed Portion.”
- 23 4. Within two (2) weeks of the Appeal Date, Ricoh (or Dickstein Shapiro LLP, on behalf of
 24 Ricoh) will pay to Synopsys the following amounts:
 - 25 a. The Unappealed Portion;
 - 26 b. Proportional Interest on the Unappealed Portion. As used herein, “Proportional
 27 Interest” is interest on the portion then in the Escrow Account, multiplied by a
 28 fraction representing the percentage of the amount in the Escrow Account to be

paid. In other words, if there is \$675,000 in the Escrow Account, and Ricoh pays out \$135,000, the Proportional Interest is 20% of the interest accrued at the time of payment. Later, if out of the \$540,000 in remaining principle, \$270,000 is paid, the Proportional Interest is 50% of the then-accrued interest at the time of payment.

5. Synopsys will provide wire instructions for all payments by Ricoh, by sending them to
counsel of record for Ricoh.
6. Following the issuance of the Federal Circuit's mandate after a decision on Ricoh's
appeal, the remaining amount in the Escrow Account will be settled as follows, within
two (2) weeks of the issuance of the mandate:
 - a. Any amount affirmed by the Federal Circuit will be paid to Synopsys plus
Proportional Interest.
 - b. Any amount reversed by the Federal Circuit will be refunded to Ricoh plus
Proportional Interest.
 - c. Any amount remanded by the Federal Circuit plus Proportional Interest will be
kept in the Escrow Account, pending further order by the district court or further
stipulation among the parties.
7. Ricoh (or Dickstein Shapiro LLP, on behalf of Ricoh) will provide Synopsys with
account statements beginning on June 30, 2012 and every three months thereafter until
the full amount of costs awarded by the Federal Circuit plus Proportional Interest has
been paid.
8. Each party reserves all further rights and remedies not specified within this stipulation,
such as the right to seek attorneys' fees on appeal or subsequent remand.

SO STIPULATED THROUGH COUNSEL OF RECORD.

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3 Dated: June 7, 2012

Respectfully submitted,
LATHAM & WATKINS LLP

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5 By: /s/ Richard G. Frenkel
6 Ron E. Shulman
7 Terry Kearney
Richard G. Frenkel

8 Attorneys for SYNOPSYS, INC.

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10 Dated: June 7, 2012

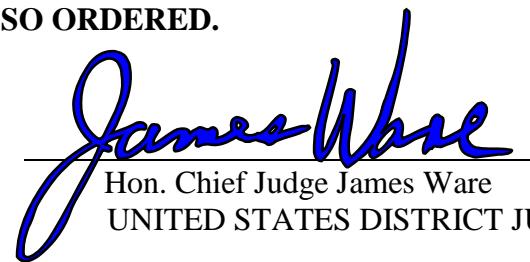
DICKSTEIN SHAPIRO LLP

11
12 By: /s/ Gary M. Hoffman
13 Gary M. Hoffman
Kenneth W. Brothers
Krista Carter
Cathy Chen

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15 Attorneys for RICOH COMPANY, LTD.

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17 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

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19 Dated: June 12, 2012



20 Hon. Chief Judge James Ware
21 UNITED STATES DISTRICT JUDGE
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